

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 2
Mtg. Date April 3, 2018
Dept. Public Works

Item Title: Community Garden Lease Agreement

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving the lease agreement (**Attachment B – Exhibit 1**) with the Lemon Grove Garden Group.

Item Summary:

After a presentation to the City Council at its meeting on February 6, 2018, direction was provided to staff to meet with the Lemon Grove Garden Group (Garden Group) and negotiate the terms of a lease agreement. Staff has met with the Garden Group and now returns with a draft agreement containing the negotiated terms and conditions to lease the city owned vacant lot located at 7730 Central Avenue, Lemon Grove, CA 91945.

The final rendering (**Attachment B – Exhibit 1**) shows the designed layout of the community garden. The staff report (**Attachment A**) contains the information that was shared with the City Council at its February 6th meeting in addition to the negotiated terms of the agreement.

At the end of the presentation and discussion, staff recommends that the City Council adopts a resolution (**Attachment B**) approving a lease agreement (**Attachment B – Exhibit 1**) with the Garden Group.

Fiscal Impact:

None.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section [] | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|--|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input checked="" type="checkbox"/> Notice to property owners within 500 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date April 3, 2018

Item Title: **Community Garden Lease Agreement**

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Background:

On July 18, 2017, the City Council received a summary report from Dr. Jessica Barlow, Sage Project Coordinator, with San Diego State University. One of the reports (https://www.youtube.com/watch?v=1_JCWACEfP4) presented that evening was from a graduate student, Ms. Katie Nager, who presented the idea of creating a Community Garden on the vacant, City-owned lot located at the northeast corner of Central Avenue and Olive Street. Ms. Nager researched and defined what a community garden is, how gardens may benefit a community, what are the initial steps and related costs to begin a garden, and how the City can support this project. Then she took an additional step and selected a vacant parcel in the City as a location for the community garden. As previously mentioned, the vacant parcel location at the northeast corner of Central Avenue and Olive Street was her recommendation for the best site in the City where the City could support a community group to independently build and maintain the garden. After Ms. Nager's presentation, the City Council directed staff to return with any proposals submitted by groups interested in creating a community garden. This staff report was created to present a proposal that was submitted by the Lemon Grove Community Garden Group (Garden Group) for a community garden at the site identified by Ms. Nager. On December 21, 2017, the Garden Group participants and City staff met to review and discuss the proposal for a community garden.

Content of the Proposal:

The Garden Council is a locally based group of volunteers that are focused on growing and providing sustainable gardening practices in a central location. The Garden Group will be financially supported by Thrive Lemon Grove and Lemon Grove CHIP/Heal Zone. As shown in the proposal (page 25 of this staff report) there will be established positions within the Garden Council that have duties/responsibilities to maintain the continuity of the community garden should it be approved.

The proposal outlines the benefits of hosting a community garden that include:

- Access to healthier foods and learning how to live healthier lifestyles,
- Creating a safe, attractive and welcoming space for residents to gather and participate in productive and healthy activities, and
- Hosting workshops and garden training events, food preparation classes, and to share food with community members in need.

Building on the initial research that Ms. Nager performed, the Garden Group created a business plan that details what the community garden will look like, who will support the garden, how the garden will be built, how the resources will be acquired to build and maintain the garden, a timeline as to when the garden will be created based on the approval date, and rules and regulations for all participants to follow.

Attachment A

Staff Analysis:

The proposal and business plan submitted by the Garden Group contains a sound model and plan that shows what it will take for a community group to create, build and maintain a community garden. The site is an unused parcel that could be energized with the presence of a community driven activity that invites residents to actively participate. As it currently stands, there is no staff recommended activity for the parcel and the only times during the year that the site is used is during the City's Annual Bonfire and as a Christmas tree recycling site for residents.

During the initial discussion with the City Council the following topics were reviewed and direction was incorporated into the draft agreement.

- *Availability/Sustainability:* The proposed site is one of the last vacant parcels available for development in the City. If the community garden project were built but is not able to sustain itself, the City may be in a position where it will have to financially and physically support the garden, find another partner to manage the garden, or close it down. Additionally, once the garden is in place, the parcel will no longer be a site that could attract other developments projects.
- *Lease Payment:* There will be no payment provided from the Garden Group to the City.
- *Liability Insurance:* The Garden Group will pursue its own insurance policy.
- *Lighting:* No additional lighting will be required.
- *Term of the Agreement:* The initial term will be two-years with one year extension periods.
- *Trash Disposal:* The City will provide a dumpster (already in existence) to the Garden Group to use.

Discussion:

On February 6, 2018, the City Council directed staff to meet and negotiate the terms and conditions for a lease agreement with the Garden Group to use the vacant lot located at 7730 Central Avenue. Staff met with the Garden Group on February 27th and March 6th to discuss the direction provided by the City Council and how that information will be integrated into a lease agreement. In summary the following items were discussed and integrated into the final rendering of the Garden Groups plan (**Attachment B – Exhibit 1**).

1. Additional Lighting: No additional lighting will be pursued at this time.
2. Expanded Footprint: City staff recommended that the Garden Group expand its site to also include the two asphalt vehicle parking spaces north of the dirt lot. This will help facilitate ease of access to raised garden beds on a flat, level and paved surface.
3. Helix Water District: City staff contacted Helix staff to help facilitate the installation of a water meter on site. All costs will be managed by the Garden Group.
4. Insurance: The Garden Group will acquire its liability and workers compensation (if needed) insurance without City assistance.
5. Layout: The Garden Group amended its setback for the fencing based on staff recommendation. Additionally, more detail was requested to be included on the layout (**Attachment B – Exhibit 1**) which will be inspected by the City at no charge.
6. Term: The initial term is two years. Renewal periods will be in one-year increments.

Attachment A

7. Utilities: All utility costs, excluding EDCO Trash Services, will be managed by the Garden Group.

Public Notice:

To inform, educate and involve local property owners, staff provided a written notice to all property owners within 500 feet of the proposed community garden. The notice provided information about the City Council public meeting, the date/time of the meeting, and the meeting location.

Conclusion:

That the City Council adopts a resolution (**Attachment B**) approving a lease agreement (**Attachment B – Exhibit 1**) with the Lemon Grove Community Garden for the property located at 7730 Central Avenue, Lemon Grove, California.

Attachment B

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE LEASE AGREEMENT WITH THE LEMON GROVE GARDEN GROUP FOR THE PROPERTY LOCATED AT 7730 CENTRAL AVENUE, LEMON GROVE, CALIFORNIA

WHEREAS, the City owns and maintains the real property located at 7730 Central Avenue, Lemon Grove, California; and

WHEREAS, a Lemon Grove Garden Club is a community group that prepared a business plan, proposal and site diagram to construct and maintain a community garden at 7730 Central Avenue; and

WHEREAS, the Lemon Grove Garden Club is sponsored by Thrive Lemon Grove and Community Health Improvement Partners / Lemon Grove HEAL Zone groups; and

WHEREAS, the City Council finds it in the public interest that a lease agreement for a community garden is formed with the Lemon Grove Garden Club as the best use of the property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Approves the lease agreement, business plan, and design layout (*Exhibit 1*) to allow the Lemon Grove Garden Club to construct and maintain a community garden at 7730 Central Avenue, Lemon Grove, California; and
2. Authorizes the City Manager or her designee to execute and manage all lease related documentation.

/////
/////

LEASE AGREEMENT FOR USE OF THE LOT LOCATED AT 7730 CENTRAL AVENUE, LEMON GROVE, CALIFORNIA 91945

This Agreement is effective this _____ day of _____ 2018 by and between the City of Lemon Grove, a municipal corporation, hereinafter referred to as “City” and Thrive Lemon Grove (THRIVE), a non-profit corporation, and hereinafter referred to as “Lessee.” THRIVE has in turn subleased the agreement to the Lemon Grove Garden Club (“Lessee”).

RECITALS:

- 1) City owns certain real property located at the north east corner of Olive Street and Central Avenue or 7730 Central Avenue, Lemon Grove, CA 91945 (APN 480-173-02-00) or “LOT” that is approximately 0.13 acres in size.
- 2) The Lessee will occupy and manage a community garden in the LOT.
- 3) The City is willing to provide the LOT to the Lessee per the following term and description:
 - a) Term: Commencing on May 1, 2018, the term of the Lease shall be two years and one month ending on June 30, 2020. After which the term shall be year-to-year, as mutually agreed to by both parties. There shall be no holdover tenancy and any extension shall be subject to a written agreement approved by both parties.
 - b) Base Rent: \$0 per month (“Base Rent”).
- 4) City hereby leases to Lessee, and Lessee hereby leases from City, the LOT, for the Term of the rental, and upon all the terms, covenants and conditions set forth in this Agreement.

NOW, therefore, it is hereby agreed as follows:

1. Facilities to be Provided to Lessee by City

1.1 LOT

The general public shall not be wholly or permanently excluded from the premises or portion of the premises covered by this Lease; provided, however, that reasonable restrictions may be made, consistent with the right of the public to the use and enjoyment of the premises and the facilities therein, to enable the Lessee to use the premises for the purposes for which the same are allocated. All such regulations and restrictions shall be subject to written approval by the City Manager.

1.2 Equipment and Storage

Lessee may store tools, irrigation equipment, benches, and any garden related materials and supplies in the LOT.

Lessee is solely responsible for securing all supplies, furniture, fixtures, and equipment within the premises. Lessee is solely responsible for securing the premises each day against theft and damage of any property that is within the premises. The City has absolutely no responsibility for the replacement of any property that is damaged or lost due to theft and/or negligence.

Attachment B – Exhibit 1

1.3 Premises

Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Lessee and its employees.

1.4 Posting of Materials

No materials may be affixed to any fence or bulletin board in the LOT without prior approval by the City.

2. Permits and Process

2.1. The Lessee agreement to provide the following:

2.1.1. Installation per the drawing (**Exhibit 2**) shall be per San Diego Regional Standard Drawings.

2.1.2. A pre-inspection prior to installation is required to inspect: 1) the irrigation, root barrier, ground cover, and planting excavations, 2) the compost and soil materials prior to blending, and 3) the irrigation, root barrier, ground cover, and planting materials.

2.1.3. A final inspection is required after installation to inspect: 1) irrigation locations, types and flows, 2) planting locations, types and sizes, 3) ground cover depth, and 4) root barrier and tree staking installations.

2.1.4. Holes for plantings shall be excavated slightly shallower and a minimum of two times the width of the root ball or container. The root ball shall be set so that the top of the root ball will sit slightly higher than the final grade.

2.1.5. Compost shall be uniformly blended with excavated soil at a ratio of one-part compost (one-third) per two-parts soil (two-thirds). The compost-soil blend shall be backfilled around the root ball within the planting hole.

2.1.6. Turf and shallow planting areas shall include compost at a minimum depth of one inch and the area shall be tilled to a minimum five inches in depth.

2.1.7. Plantings shall be thoroughly watered during and after plantings.

2.1.8. Non-vegetated natural ground cover shall be a minimum of three inches deep and shall be one inch below surrounding paved surfaces.

2.1.9. New impervious surfaces shall direct storm water drainage to landscape areas.

2.1.10. Storm water shall not be diverted to flow onto adjacent property, non-irrigated areas, structures, walkways, roadways, or other paved areas, whether due to runoff, low head drainage, overspray, or other similar condition unless approved by the Engineering Division.

2.1.11. Water use shall conform to the Maximum Applied Water Allowance (MAWA).

Attachment B – Exhibit 1

2.1.12. Best Management Practices shall be implemented at all times.

2.1.13. A signed landscape and irrigation certificate of completion, under penalty of perjury shall be submitted to the city, on a form provided by the city.

2.1.14. A manual shutoff valve shall be installed as close as possible to the water supply.

2.1.15. New irrigations systems may include an automatic irrigation controller and consist of drip, microspray, or MP rotator systems.

2.1.16. The property shall be maintained as follows:

2.1.16.1. Maintain the landscaping and irrigation system on the property.

2.1.16.2. Replace broken or malfunctioning irrigation system components with components of the same materials and specifications, their equivalent or better.

2.1.16.3. Ensure that when vegetation is replaced, replacement plantings are consistent with regulations in Chapter 18.44 of the Municipal Code.

3. Rules for Lessee Employees and Volunteers

Lessee shall obtain Worker's Compensation Insurance in accordance with State law for all employees and volunteers and shall provide City with a certificate of insurance as specified in Section 18 hereof.

4. Utilities

The City agrees to provide the following utilities at its cost - EDCO solid waste costs.

a) Lessee shall pay for all other utility and premises costs associated with the use of the Premises not identified in section 1 and 2.

b) Each May 1st, costs for utilities and maintenance will be evaluated by the City to determine if a future cost sharing agreement warrants inclusion.

5. Improvements to Facility

Lessee may, at its own expense, if consistent with the purpose of this Agreement in the opinion of the City, make any alterations or changes in the premises or cause to be made, built or installed thereupon, any improvements necessary or desirable for Lessee's use and may alter and repair any such improvements. Any application for an improvement to the premises must be made in writing by Lessee and submitted to the City's Community Services Division for review and consideration of approval. Prior to any improvement being made by the lessee, written approval must be received from the Community Services Division. Lessee agrees to take good care of the premises, fixtures and appurtenances and of all alterations, additions and improvements to any of them.

6. Retention of Improvements

All structures, fixtures and improvements whether heretofore or hereinafter installed or erected by Lessee, shall upon the expiration of this Agreement or any extension thereof,

Attachment B – Exhibit 1

become the property of the City and shall not be removed from the above-described premises. At the sole discretion of the City, lessee may be required to remove any and all improvements.

7. Right of Inspection

The City shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted on said premises. In the event that such entry or inspection by the City discloses that said premises or the operations conducted thereon are not in a safe, sanitary and satisfactory condition, the City may after one written warning, which was not complied with, terminate this Lease on one day's written notice.

8. Discrimination

Lessee shall not, for any reason, discriminate against any person because of race, sex, age, creed, color, disability or national origin.

9. Smoking

Smoking is prohibited anywhere inside the LOT or in the adjacent parking lot of Civic Center Park.

10. Assignment

Lessee shall not assign this Agreement, or any interest therein, or any part thereof; or any right or privilege appurtenant thereto or suffer any other person (the agents, officers and employees of City excepted) to occupy or use the said premises, without the prior written consent of the City Council of the City of Lemon Grove. Consent to one assignment, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, occupation or use by another person. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement. This Agreement shall not, nor shall any interest therein, be assignable, by operation of law, and if such an assignment is made, the City may terminate this Agreement, at its option.

11. Compliance with Law

Lessee shall, at its sole cost and expense, comply and secure compliance with all the laws, ordinances and requirements of all municipal, county, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed or levied upon Lessee or the premises by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by any reason of the business or other activities of Lessee upon or in connection with the said premises. Lessee shall comply with all rules or regulations of the City applicable to the Senior Center. The judgment of any court of competent jurisdiction, or the admission of Lessee or any assignee in any action or proceeding against them, or any of them, whether the City be a party thereto, or not, that Lessee or assignee has violated any such regulations, ordinance, or statute in the use of the Office shall be conclusive of that fact as between City and Lessee.

12. Hold Harmless

City, its agents, officers and employees, shall not be, nor be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Lessee

Attachment B – Exhibit 1

or any of Lessee's representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any acts or omission of Lessee in or about the premises, or any act or omission of any person or from any defect in any part of the premises or from any other cause or reason whatsoever.

Lessee agrees to protect, defend, indemnify and hold harmless City, its officers, agents and employees from any and all liability, claims, suits, liens and judgments, of whatever nature, including injury to any person, arising from performance or failure to perform obligations of this Agreement caused or claimed to be caused by Lessee, its agents or employees during the times and at the places that Lessee is using City's facilities. Lessee agrees it is its duty to defend even if the claim appears without merit.

City agrees to protect, defend, indemnify and hold harmless Lessee, its officers, agents and employees from any and all liability, claims, suits, liens and judgments, of whatever nature, including injury to any person, arising from performance or failure to perform obligations of this Agreement caused or claimed to be caused by City, its agents or employees during the times and at the places that City is using its facilities. City agrees it is its duty to defend even if the claim appears without merit.

13. Liability Insurance

Lessee agrees to secure and maintain commercial general liability and commercial automobile liability insurance with an insurance carrier satisfactory to City to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Lessee or any person, including volunteers for Lessee or under Lessee's control or direction and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts for activities under Lessee's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement in the amount of not less than \$1,000,000 for combined single limit or single occurrence and not less than \$2,000,000 per annual aggregate if an aggregate is applicable. Proof of such insurance shall be filed with City by Lessee prior to conducting any activities under this lease, and shall be in a form satisfactory to the City Attorney.

14. Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10).

15. Primary Coverage

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

16. Workers Compensation

Attachment B – Exhibit 1

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

17. Waiver of Subrogation

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

18. Certificate of Insurance

The commercial general liability and commercial automobile liability policies required herein shall name the City as an additional insured as well as include the applicable endorsement. A certificate of insurance shall be provided for each policy required herein and have a Non-cancellation without thirty (30)-day notice to City clause and shall provide that copies of all cancellation notices shall be sent to the City Clerk. All insurance policies shall be filed with the City Clerk. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible.

19. Termination after Notice for Failure to Comply with Agreement

Should City determine that Lessee appears to be in violation of the Agreement (except for violations specified in Section 21 herein) it shall give Lessee thirty (30) day notice of intent to terminate at the address specified in Section 23 hereof and identify the perceived violations. If said violations are not corrected within that time, this Agreement shall be then forthwith terminated.

20. Termination in the Interest of the Public Health, Safety and Welfare

The City may terminate this Agreement without notice and cause the Office to be immediately vacated in the following instances.

- a. The City finds that the operation of Lessee at the Office poses a threat to the public health, safety or welfare.
- b. The Lessee fails to keep the insurance required by this contract in full force and effect.
- c. The Lessee is placed in receivership or bankruptcy or is determined to be insolvent.

Notwithstanding any of the above, Lessee shall be given a reasonable opportunity to cure a violation of Subsections (a) and (b), above, by City. Lessee shall have thirty (30) days to cure any violation of (a) or (b) before termination of this Agreement. During this time period, Lessee shall not be allowed to occupy the Office while the operation is a threat to public health, safety or welfare or while required insurance coverage is not in place.

21. Termination by Either Party

Either party may terminate this lease upon thirty (30) days written notice to the other party pursuant to Section 23.

- a. After a termination request has been accepted, a site walk will be performed by both Parties to determine if the facility is in the same condition as it was in the initial occupation.
- b. Any costs to repair or replace the facility will be paid for with the initial deposit funds.

Attachment B – Exhibit 1

- c. Should there not be any repair or replacement costs, the full deposit will be returned to the Lessee within thirty (30) days of the final date of occupation.

22. Care of Premises

Lessee shall give prompt notice to the City of any damage to the premises. Lessee shall not commit, or suffer to be committed, any injury, or any public or private nuisance on the premises and shall keep the premises clean and clear of refuse and obstructions and shall dispose of all garbage, trash and rubbish in a manner satisfactory to the Community Services Superintendent.

23. Assigns

Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties herein and any successors of Lessee as fully and to the stipulations and Agreements in this Lease shall extend to, and bind any assignees of this Lease.

24. Notices

Any notice or notices provided for by this Lease or by law to be given or served upon Lessee may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to said Lessee at the premises address stated at the commencement hereof and to GARDEN GROUP CONTACT; or may be personally served upon said Lessee (or any one of them), or any person hereafter authorized by Lessee to receive such notice, or by posting the notice in a conspicuous place on the premises; and any notice or notices provided for by this Lease to be served upon City may be given or served by letter addressed to: the City of Lemon Grove, Public Works Department, 3232 Main Street, Lemon Grove, CA 91945. Any notice or notices given or served as provided herein shall be effective and binding for all purposes upon the principals of the parties.

25. Remedies of City

In the event (a) that Lessee files a voluntary petition in bankruptcy, or (b) that Lessee shall be adjudicated as bankrupt, or (c) that Lessee make a general assignment for the benefit of creditors, then in either or any of said events, City may at its option, without further notice or demand upon Lessee, immediately cancel and terminate this Lease; this remedy is cumulative to other rights of the City provided by law or by this Lease, and shall not be deemed to limit said other rights in any manner.

26. Waiver

The waiver by the City of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any simultaneous breach of any other term, covenant or condition herein contained. Any failure on the part of the City to require or exact full and complete compliance with any of the covenants, conditions or terms of this Lease shall not be construed, as in any manner changing or waiving the terms hereof or to stop the City from enforcing in full the provisions hereof; nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written Agreement of the City and the Lessee.

27. Vacation of Premises

At the termination of this Lease for any reason Lessee will peaceably vacate and yield to the City any building structure that Lessee may occupy or use, pursuant to this Lease, which belongs to the City.

28. Cost and Attorney's Fees

If any Party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter

Attachment B – Exhibit 1

defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, City shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

29. Dispute Resolution.

29.1. Mediation: City, Lessee, and Broker(s) agree to mediate any dispute or claim arising between them out of this agreement or any resulting transaction, before resorting to arbitration or court action. Paragraphs (2) and (3) below apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover any attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision is initiated.

29.2. Arbitration Disputes:

29.2.1. Lessee and City agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through meditation, shall be decided by neutral, binding arbitration, including and subject to paragraphs (2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration conducted in accordance with Part III; Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05.

29.2.2. EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death or any right of action to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

29.2.3. Brokers: City and Lessee agree to mediate and arbitrate disputes or claims involving either or both brokers, provided either or both brokers have agreed to

Attachment B – Exhibit 1

such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to brokers. Any election by either or both brokers to participate in mediation or arbitration shall not result in brokers being deemed parties to the agreement.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.

Initials: City: _____ Lessee:_____

City of Lemon Grove
a municipal corporation

Thrive Lemon Grove
a non-profit corporation

Lydia Romero, City Manager

NAME, TITLE

DATE

DATE

Lemon Grove Garden Club

NAME, TITLE

DATE

Approved as to Form:

James P. Lough, City Attorney

DATE

Attest:

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City Clerk

DATE

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Prepared by:

npprosperity

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www.npprosperity.net

(760) 579-1279



"Community Gardening is not just about growing vegetables, but about growing community"



Brenda Balmer

President and Chief Executive Officer
brenda@npprosperity.net



COMMUNITY HEALTH
IMPROVEMENT PARTNERS
making a difference together

**Lemon Grove
HEAL ZONE**
A COMMUNITY IN ACTION
Facilitated by Community Health Improvement Partners

Brad Wiscons

Chief Administrative and Innovation Officer
brad@npprosperity.net

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Business Plan

Mission/Vision/Goals & Objectives/Purpose

Lemon Grove Community Garden gathers Lemon Grove area residents to grow community and provide sustainable gardening practices in our centrally located park.

Lemon Grove was once an agricultural town, and it is our vision to reconnect the community to this history and to reinvigorate our connection to our food. We believe that with the support of the City of Lemon Grove, Thrive Lemon Grove, and HEAL Zone, the Lemon Grove Community Garden will be a vital and vibrant park and gathering place for all ages, economic, and socio-cultural backgrounds to come together with common purpose.



Needs Assessment

In early 2017, the Sage Project, a partnership between SDSU and the City of Lemon Grove, presented a report to the City Council, outlining the need for community garden and green space in Lemon Grove, and the benefits of such a commitment (Nager, KA 2017. Growing Community: Bringing Green Spaces and a Community Garden to Lemon Grove). The report includes a detailed site proposal, strategies for cost neutrality, alternative plans of action, and additional guides and resources for construction, maintenance and operations of a sustainable community garden in Lemon Grove. This business plan builds on the work of the Sage Project. In this section, we provide an overview of the needs assessment, and refer you back to the full report for details.

Overlapping Wants and Needs Identified by City of Lemon Grove, CBOs, and Residents: There are many things that city officials, community based organizations and residents agree on. First is a shared desire for increased education, exposure and access to both nutritious food and healthy activities, including a stated goal in the General Plan of the City of Lemon Grove to provide access to healthy food. Additionally, there is a shared desire to see open spaces transformed into green spaces that can be used for productive activities and increasing community cohesion. And finally, there is a strong desire to ensure that the project is sustainable, including shared commitment and responsibility between residents, city officials, and community based organizations for the necessary maintenance and operation of green spaces and community gardens.

The report notes that studies on food deserts and underserved communities consistently demonstrate better health and stronger community when there is access to community gardens. Key data that is descriptive of conditions and needs in Lemon Grove comes from a Geographical Information System survey conducted through USC in 2013, and reported in the Growing Community report, which found that Lemon Grove residents have limited access to nutritious, healthy food, but have excessive access to fast-food, liquor stores and small convenience stores selling processed high calorie foods. These conditions along with a lack of park space and community gardens in the area, are linked to high rates of obesity found among residents in low-income neighborhoods.

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Access to Healthier Foods – Conditions: The Growing Community report documents the prevalence of fast food restaurants, bars and liquor stores in Lemon Grove, noting that of the 920 businesses listed in Lemon Grove, a total of six businesses provide access to fresh fruits and vegetables, compared to 24 fast food restaurants. Further, the location of most fast food restaurants geographically overlaps areas with the lowest income levels. In this way, unhealthy food choices and behaviors are socially, economically, and structurally reinforced based on location.

Access to Healthier Foods – Community Garden Benefits: Eating fresh produce can be expensive, and in certain zip codes, geographically inaccessible. Community gardens provide families with the opportunity to grow their own fruits, vegetables, and herbs to supplement their diets.

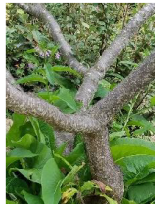


Healthy Lifestyles - Conditions: It has been found that diseases related to lifestyle factors, such as obesity, diabetes, heart disease, and stroke are more prevalent in Lemon Grove than other places in San Diego (Healthy Communities Index data assessment tool). Among other factors in the built and socio-economic environment, lack of access to healthy food and recreational opportunities contribute to existing health conditions.



Healthy Lifestyles – Community Garden Benefits: Community gardens and green spaces provide numerous social and economic benefits to a city and its residents, including opportunities for physical activity in a welcoming community setting; opportunities to learn and share information through workshops and community networking; and a supplement of healthy fruits and vegetables for residents and the neighborhood.

Community – Conditions: There is a reported desire among city representatives and local CBOs to change community resident mindsets about healthy eating habits. It is the contention of Growing Community researchers that access alone will not accomplish this, and that engaging residents in educational activities in community is the best way to encourage residents to adopt healthier lifestyles.



Community Garden Benefits to Community: The benefits of community gardens to increasing community cohesion include the provision of safe, attractive, and welcoming spaces for residents to gather and participate in productive and healthy activities, as well as a place to congregate, hold workshops, provide gardening training and food preparation classes, and to share food with community members in need. In addition, community gardens revitalize rundown or problem places in ways that improve appearances, and increase pride.

Environment and Community: The City of Lemon Grove's Health and Wellness Element (adopted July 2014) lists "Insufficient parks and recreation areas" as an existing condition. The City's Health and Wellness Element describes the food environment in Lemon Grove as 45% counter take-out and drive-thru restaurants, 13% grocery stores/food retailers, 17% sit-down restaurants, 18% convenience stores, and 7% bars with mostly unhealthy snacks. The City's Health and Wellness Element also candidly acknowledges that while the City has a diverse amount of healthy food retailers along Broadway, residents could benefit from additional healthy food retailers along other major corridors (e.g. Massachusetts Avenue and Skyline Drive). And to help increase the availability of healthy produce, the



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City modified its Zoning Ordinance to allow community gardens. The Zoning Ordinance also allows farmer's markets, although none currently exist. The Sage Report notes that "green spaces and community gardens are small but impactful measures taken to lessen pollution and potential consequences of extreme weather conditions," potentially decreasing the intensity of environmental damage caused by everyday life.

Environmental Benefits: There is abundant evidence that green spaces and community gardens positively impact urban environments by helping to regulate air quality and climate; reduce energy consumption by countering the warming effects of pavement; improve water quality and increase rain retention and filter city runoff; and reduce soil erosion.

Project Description

The Lemon Grove Garden Council proposes to establish a community-driven community garden at 7733 Central Avenue (cross street: Olive Street), fiscally sponsored by the nonprofit Thrive Lemon Grove. The space is shown in the graphic illustration below. The proposed location is city property, and the Lemon Grove Community Garden Council, with submission of this business plan, officially requests the support of the city in the form of permission to use this space. While this has been determined to be the most functional space for the planned community garden, plans are easily transferrable to a different site if the City of Lemon Grove prefers.

Over the course of one month, the Sage Project Principal Investigator (PI) researched possible sites to identify the most suitable location for a successful, sustainable, and affordable community garden. 7733 Central Avenue was chosen for its central location, visibility within the community, functionality, and amenities in place. This space has a drainage pipe installed under the sidewalk at the lowest level point of the property. It has accessible and functioning water systems, including a water meter – these are connected to active sprinkler systems. The adjacent parking lot has a wide entrance, allowing for easy loading and unloading of large materials, and providing ample parking for members, alleviating concerns about impact on availability of street parking for local businesses. Two large dumpsters are located close to the site entrance, which the Lemon Grove Community Garden would be willing to adopt. Finally, there is an abundance of streetlights in place around this property and surrounding properties.

7733 Central Avenue Location



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Planning and discussion with the City of Lemon Grove began in 2015 beginning with discussion at Thrive Lemon Grove meetings, and project development with Thrive Lemon Grove staff. The community was involved early via community presentations at the Lemon Grove Heal Zone meeting and at the Lemon Grove Health Fair on 9/12/15. At that time, interested volunteers (37 to date) signed up. The idea was first presented to the Lemon Grove City Council on 10/20/15. In April 2016, the Lemon Grove Garden Council met with the City of Lemon Grove City Manager, submitted a proposal, and held a follow up meeting in August of 2017. A demonstration garden was constructed on the property of a Lemon Grove Community Garden volunteer in September 2017 (photos below). The Lemon Grove Garden Council meets twice each month, and has demonstrated commitment and perseverance as it has learned how to plan, and advocate for this project.



The proposed design for a community garden at 7733 Central Avenue includes 34 raised gardening beds constructed from wood with hardware cloth bottoms to discourage gophers, including those sized for single members, groups, and families, and taller beds, easier for seniors and those with physical disabilities to reach, a gardening shed and kiosk, a raised, three-segment bed for compost (cinder block) with signage, basic gardening tools, and self-regenerating plants. All components are intended to be stylistically consistent with city public property aesthetics. It is expected that tools and extra site materials will be obtained by donations from local businesses and residents, Craigslist “free stuff” sites etc. Notably, the Growing Community PI found free or very low-cost sources for all the basic items required to start-up a community garden, including wood for raised beds and the tool shed, building supplies for start-up (loaned by volunteers), gardening tools, self-regenerating plants, and soil. As the garden site matures, the Lemon Grove Garden Council will continue to add amenities to the site, including butterfly gardens and fruit trees; and a permanent sign will be placed on the fence bordering Central Avenue – design approval will be sought from the City. A Sample Site Design is shown in the graphic illustration below.

The garden will exemplify sustainable practices, with every component, phase and aspect of garden operations vetted to the degree possible for environmental sustainability. Garden leadership is committed to “cradle to grave” analysis looking at embodied energy and associated carbon footprint, habitat destruction, resource depletion and pollution. For example, forest products for raised bed construction and mulch will be from sustainably managed forests, or reclaimed/salvaged; fertilizer will be from sustainable sources, such as byproducts from local agriculture or animal husbandry operations,

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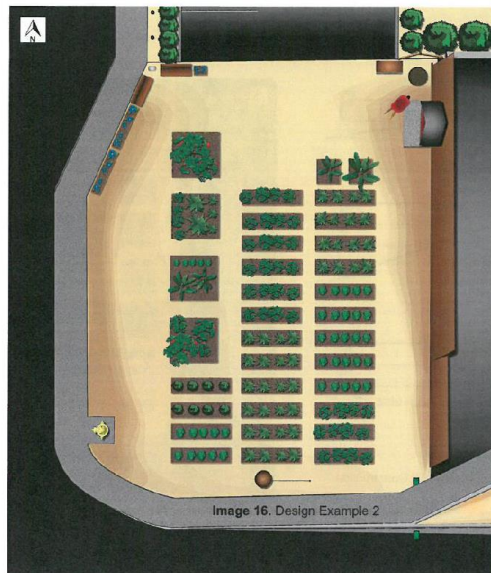
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with consideration of the impact of mining for mineral soil amendments, or pest control. Movement toward animal-free fertilizing (a now proven and viable alternative) will be the long-term goal. Adherence to environmental accountability will ultimately be paramount for maintenance of the of Earth's ecosphere and will be promoted through established garden practices and ongoing workshops. The garden represents the “seed” for the larger vision of protection of our planet through community cooperation.

Drip irrigation will be installed in each garden bed, and connected to a timer in order to ensure consistent watering, as well as maximum water efficiency. A hose with automatic shut-off will be available for hand watering. The garden site will be fenced for security, and members will have the combination to a locked gate. The current intention is for fencing to be black with vertical bars, subject to city approval. In addition to street lighting, a light will be placed at the gate to facilitate safety and ease of lock-up.

Membership in the Lemon Grove Community Garden will require a membership contract, including a fee for a one-year membership payable quarterly (\$25/quarter = \$100 annually) with specified volunteer requirements (six hours per year), or application for a fee waiver due to financial hardship and alternative volunteer service. Membership will be available to residents of Lemon Grove and surrounding areas with priority given to Lemon Grove residents. Membership materials, and garden rules will be available in English and Spanish, with other languages added as need is identified.

Sample Site Design



Source: Nager, K., (2017). Growing Community: *Bringing Green Space and a Community Garden to Lemon Grove*. California, United States: San Diego State University. SAGE Project.

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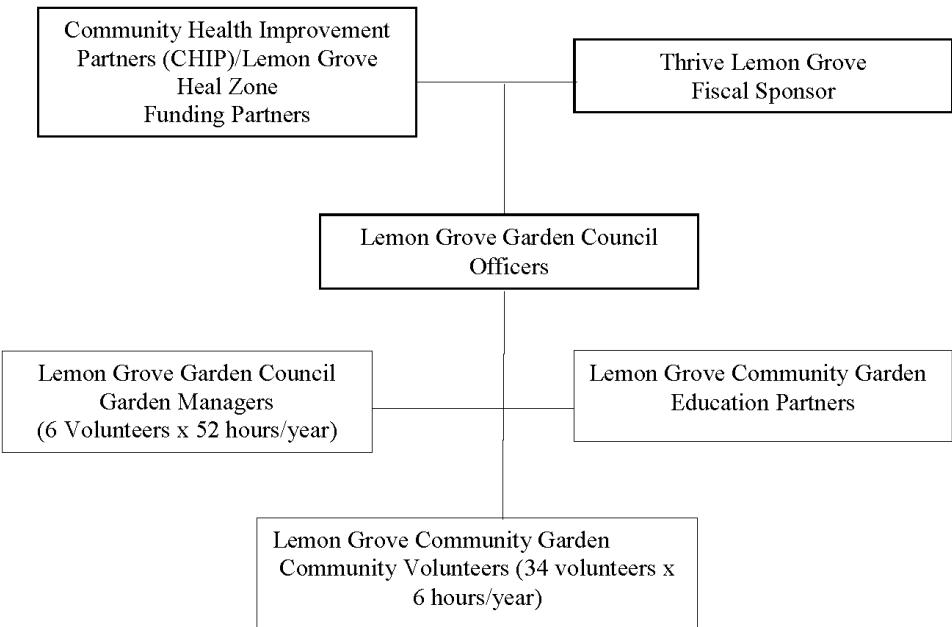
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Project Leadership & Governance: The Lemon Grove Garden Council has established a governance structure that includes elected members (Chair, Treasurer (from nonprofit Thrive organization), Secretary, Membership Chair, Communication Chair) and six (6) volunteer Garden Managers who will oversee the garden and who will be available on Saturday mornings and Wednesday evenings to provide advice and guidance to gardeners. In addition, a Core Committee, currently consisting of 13 committed volunteers, is dedicated to serve for one year to oversee and do the work of establishing the community garden. Monthly meetings currently take place at The Lemon Grove Library Community Room, and are expected to transition to the garden site once established.

Lemon Grove Garden Council Leadership

- ⊗ Walt Oliwa, Chair
- ⊗ Joyce Moore, Treasurer
- ⊗ TBD, Secretary
- ⊗ John Hochman, Environmental Sustainability Officer
- ⊗ Kirk Taylor, Education & Workshop Coordinator
- ⊗ Cynthia Rodriguez, Social Media Chief
- ⊗ George Wycoff, Gardening Advisor
- ⊗ George Gastil, Business Liaison
- ⊗ TBD, Membership Coordinator
- ⊗ TBD, Garden Managers
- ⊗ TBD, Resource Development and Fundraising Chair

Lemon Grove Garden Council Organizational Chart



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Plan for Start-Up and Implementation

The Lemon Grove Garden Council is prepared to begin the implementation process for the Lemon Grove Community Garden as soon as permission is acquired to use the site. Given the ideal, year-round growing season in San Diego County, gardening can commence at any point during the year. Starts and seedlings will be provided to new gardeners by a steering committee with expertise on growing seasons in order to ensure a successful start. The table below provides an overview of the anticipated timeline for getting to an operational community garden. In month one, the Lemon Grove Garden Council and core volunteers will test the soil for heavy metals, and will begin officially acquiring materials once site access is confirmed. Plans for acquisition of liability protection against personal injury or damage to public or garden property will be finalized using the San Diego Community Garden Network and the American Community Garden Network as resources. In addition, the Communication Chair will begin the volunteer recruitment effort via existing social media pages as well as word of mouth in the community, through community based organizations, and at community events. It is expected that interest in community garden membership will be high, so procedures for tracking sign-ups, and fees will be completed in month two, following which, outreach and sign-ups will commence. Once these tasks are well underway, the Garden Council will begin scheduling work events. The work events will consist of an educational portion, at which time the Garden Council will teach residents and other volunteers the construction method for the garden boxes and shed, following which they will oversee the completion and placement of the boxes. While work on construction of garden boxes and the shed is in progress, the Garden Council and core volunteers will finalize the LG Community Garden Contract and Rules, and will establish ongoing volunteer roles and procedures. The volunteer schedule will be established beginning in month four in anticipation of the grand opening in month five. The LG Garden Council proposes an overall six-month implementation timeline in case aspects of the implementation take longer than anticipated.

Start-Up/Implementation Timeline						
Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Site Access	✓					
Obtain Materials	✓	✓				
Recruit Volunteers	✓	✓				
Schedule Work Events (garden box and shed construction)		✓				
Implement Work Events			✓	✓		
Finalize LG Community Garden Contract		✓				
Finalize LG Community Garden Rules		✓				
Complete Plan for Tracking Plot Sign Ups and Fees		✓				
Outreach/Plot Sign Up (Ongoing)		✓	✓	✓	✓	✓
Establish Ongoing Volunteer Roles and Procedures			✓			
Recruit and Schedule Volunteers (Ongoing)				✓	✓	✓
Targeted Completion & Grand Opening					✓	

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Funding for Start-Up

The Lemon Grove Garden Council has identified donated and volunteer resources for most of the materials and labor needed to establish the community garden. The budget below provides an overview of expected income and expenses.

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Lemon Grove Community Garden				
Implementation Budget				
Income				
		Cash	In-kind	Total
Notes				
	Donations			
	Materials/ Supplies/ Equipment		\$ 13,390	\$ 13,390
	Personnel		\$ 1,500	\$ 1,500
			\$ 6,000	\$ 6,000
			\$ 400	\$ 400
	Cash	\$ 1,100		\$ 1,100
	Grants			
	Subtotal	\$ 1,100	\$ 21,290	\$ 22,390
Expenses				
		Cash	In-kind	Total
Notes				
	Personnel			
	Committee Members		\$ 1,500	\$ 1,500
	Other Community Members		\$ 6,000	\$ 6,000
	Skilled Trades	\$ 400	\$ 400	\$ 800
	Utilities			
	Water Start Up	\$ 100		\$ 100
	Electrical Start Up	\$ 100		\$ 100
	Trash/Recycling Start Up			\$ -
	Liability Insurance	\$ 500		\$ 500
	Supplies			
	Irrigation and Water distribution system		\$ 800	\$ 800
	Electrical Distribution System		\$ 300	\$ 300
	Security Lights		\$ 100	\$ 100
	Picnic Table and benches		\$ 250	\$ 250
	Shed		\$ 500	\$ 500
	Shade structure		\$ 200	\$ 200
	Signage		\$ 40	\$ 40
	Kiosk/ Bulletin Board		\$ 100	\$ 100
	Compost bins		\$ 300	\$ 300
	Lumber for garden beds		\$ 1,500	\$ 1,500
	Hardware cloth under beds		\$ 500	\$ 500
	Soil for garden beds		\$ 500	\$ 500
	Gardening Tools		\$ 200	\$ 200
	Wood chips for walking paths		\$ 800	\$ 800
	Miscellaneous Supplies		\$ 300	\$ 300
	Fencing Supplies		\$ 7,000	\$ 7,000
	Subtotal	\$ 1,100	\$ 21,290	\$ 22,390
P/L		\$ -	\$ -	\$ -

Plan for Operation

Oversight: Day to day management of the garden will be accomplished by six volunteer Garden Managers. Garden Managers are dedicated volunteers with gardening knowledge that will be available

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on Saturday mornings, Wednesday evenings or by phone to answer questions (phone numbers posted on the notice board), and as needed to supervise repairs or provide trouble shooting.

Volunteers: The Lemon Grove Community Garden is structured with several different types of volunteers, including elected leadership (described above), the Core Committee of 13 dedicated volunteers to ensure a robust project start-up, six Garden Managers who will support and oversee the garden on an ongoing basis, and community garden members, each of whom will be expected to contribute a minimum of six hours annually to support garden maintenance (34 boxes x 6 hours each = 204 hours annually or 17 hours/month of dedicated maintenance).

Compost: A compost bin will be set up in a central location at the garden site, and will be maintained with vegetable compost weekly by Garden Managers and volunteers to ensure that it does not pose a problem with odor or pests. The compost bin will be in a three-section design with rotating signage:

Organic Vegetable Waste HERE; Let It Sit!; Ready to Use!

Tools: Basic gardening tools will be acquired by the Core Committee via donations from businesses, volunteers, and other community members, as well as via Craig's List "free stuff" sites. Tools will be stored in the tool shed at the gardening site and available for member use.

Trash: Trash bins will be available on site and will be emptied weekly. Trash service will be defrayed with membership fees.

Water: In order to ensure maximum water conservation while also ensuring that garden beds receive ample water, drip irrigation will be installed in each garden bed and connected to a timer. A hose with automatic shut-off nozzle will be available for hand watering. No unattended watering will be allowed except for the drip irrigation. Water costs will be defrayed with membership fees.

Education: The Lemon Grove Community Garden is envisioned as a demonstration garden. In addition to active gardening beds, the Lemon Grove Garden Council will leverage knowledge and skills of community partners such as Master Gardeners, the San Diego Community Garden Network, garden leadership and membership, to share gardening knowledge, sustainability tools, nutrition information and more to maintain an active educational workshop schedule (projected once a month), coordinated by a volunteer Education Coordinator.

Amenities: As the Lemon Grove Community Garden matures, leadership and dedicated volunteers plan to add picnic tables (multi-purpose – picnics, meetings, workshops), shade, fruit trees, butterfly gardens, and a dedicated garden plot to grow produce for families in need. A sharing table will provide space for sharing of free seedlings, seeds, and extra produce in a public, unfenced portion of the garden.



Membership: As discussed above, membership in the Lemon Grove Community Garden will require a membership contract, including a fee for a one-year membership payable quarterly (\$25/quarter = \$100 annually) with specified volunteer requirements (six hours per year), or application for a fee waiver due to financial hardship and alternative volunteer service. Membership will be available to residents of Lemon Grove and surrounding areas with priority given to Lemon Grove residents. Membership materials, and garden rules will be available in English and Spanish, with other languages added as need

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is identified. Limited financial assistance will be made available for qualified applicants with financial hardship.

Community Garden Rules: The following rules for the Lemon Grove Community Garden will be posted on the notice board at the garden site for easy reference.

- ☼ Garden open dawn to dusk, 7 days a week, with plot owner or designated individual to care for plot on a weekly basis.
- ☼ Each gardener is responsible for maintenance of their plot, watering, weeding and harvest.
- ☼ Unattended watering not permitted, except timer drip; report any leaks to a Garden Manager; conserve water by mulching.
- ☼ Borrowed tools available in shed, must be cleaned and returned and not taken home or left out.
- ☼ Unattended plots after three months will be reassigned.
- ☼ Be considerate, keep plot trimmed and weeded, debris to compost.
- ☼ Children welcome with adult and supervised. Family and friends welcome with garden member. No pets except service animals.
- ☼ Organic pest control and fertilizers only. Organic mulch only. Any questions to Garden Managers who will be available Saturday morning or by phone.
- ☼ Dispose of weeds in compost bin. Organic compost from home can be added if appropriate.
- ☼ All members are required to volunteer a minimum of six hours per year for general maintenance. Attending monthly meetings is encouraged.
- ☼ No contraband (weapons, illegal substances).
- ☼ No growing illegal, addictive or dangerous plants.
- ☼ Act courteously and respect neighbors.
- ☼ No smoking or alcohol use, no loud music.
- ☼ Picnicking OK but no cooking.

Garden Best Practices: The Lemon Grove Community Garden Council has plans to generate a written resource for garden best practices that will include a pest management philosophy. The garden will have a stringent requirement to adhere to USDA organic standards for all growing operations as per USDA Organic Production and Handling Requirements found here: <https://www.ecfr.gov/cgi-bin/text-idx?SID=aee9e979da9db33b62068ba449dd086c&mc=true&node=sp7.3.205.c&rgn=div6>.

Partners

The work of the Lemon Grove Garden Council would not be possible without knowledgeable and supportive partners, and plans to acknowledge all contributors, including the City of Lemon Grove with a sign or plaque at the garden site. Partners include but are not limited to the following:

- City of Lemon Grove
- Community Health Improvement Partners (HEAL Zone)
- Thrive Lemon Grove (fiscal sponsor)
- Master Gardener Association of San Diego
- The Lemon Grove Clergy Association
- The Live Well San Diego – East Region Leadership Team

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In addition, the Lemon Grove Garden Council has obtained letters of support from a variety of businesses, community based organizations, and residents which are available upon request.

Plan for Sustainability

The Lemon Grove Garden Council has developed a balanced operations budget (below) that reflects use of sustainable, ongoing resources, along with thrifty, volunteer driven operations. Sustainable resources include membership fees, donations of materials, supplies and equipment, volunteer time, volunteer expertise, small cash donations that will be solicited at all events, and regular applications for mini grants for special purchases.

Expenses include personnel (all volunteer), utilities (paid using membership fees), supplies (cash or donations), and repairs and maintenance (cash or donations/volunteer time). The expense portion of the budget accounts for two discounted or waived garden bed fees annually, and includes an annual reserve for unexpected expenses.

Lemon Grove Community Garden						
Operations Budget						
Income						
			Cash	In-kind	Total	Notes
	Garden Bed Bed Usage Fee		\$ 3,400		\$ 3,400	34 garden beds @ \$100 / year
	Donations					
	Materials/ Supplies/ Equipment			\$1,000	\$ 1,000	Compost/ Soil/ Wood Chips Gardening tools
	Personnel			\$ 18,000	\$ 18,000	Volunteer time of Lemon Grove Community Garden Committee Volunteers 100 hours/month at \$15/hour
				\$ 36,000	\$ 36,000	Volunteer time of community members, gardening educators, and others 200 hours/month at \$15/hour
	Cash		\$ 2,000		\$ 2,000	Donations received at Educational and Special Events
	Grants		\$ 1,000		\$ 1,000	Minigrants received received from groups such as grocers, garden shops, hardware stores, healthcare agencies, or foundations
	Subtotal		\$ 6,400	\$ 55,000	\$ 61,400	
Expenses						
			Cash	In-kind	Total	Notes
	Personnel					
	Garden Oversight, Education, Cleanliness, and Safety (Committee Members)			\$ 18,000	\$ 18,000	
	Garden Oversight, Education, Cleanliness, and Safety (Others)			\$ 36,000	\$ 36,000	
	Utilities					
	Water		\$ 1,200		\$ 1,200	
	Electric		\$ 600		\$ 600	
	Trash/ Recycling		\$ 700		\$ 700	
	Liability Insurance		\$ 500		\$ 500	Annual premium with American Community Gardening Association
	Supplies		\$ 1,000	\$ 1,000	\$ 2,000	
	Repairs & Maintenance		\$ 1,500		\$ 1,500	
	Discounted or Waived Garden Bed Fees		\$ 200		\$ 200	2 garden beds @ \$100/year
	Reserve		\$ 700		\$ 700	
	Subtotal		\$ 6,400	\$ 55,000	\$ 61,400	
P/L			\$ -	\$ -	\$ -	

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Many thanks for this opportunity to present our business plan to the City of Lemon Grove. We are eager to launch our partnership and the Lemon Grove Community Garden!

Please contact Walt Oliwa at (619) 944-4378 or email

lemongrovecommunitygarden@gmail.com for additional information or for clarification.



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